

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PRIORITY MAIL EXPRESS & PRIORITY MAIL CONTRACT 10
(MC2012-54)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2012-66

**NOTICE OF UNITED STATES POSTAL SERVICE OF
AMENDMENT TO PRIORITY MAIL EXPRESS & PRIORITY MAIL CONTRACT 10,
WITH PORTIONS FILED UNDER SEAL**
(November 25, 2014)

The Postal Service hereby provides notice that the terms of Priority Mail Express & Priority Mail Contract 10, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Express & Priority Mail Contract 10 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one business day following the day that the Commission completes its review of this filing.

This amendment will not affect the cost coverage of Priority Mail Express & Priority Mail Contract 10. Therefore, the supporting financial documentation and financial certification initially provided in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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November 25, 2014

ATTACHMENT A

**REDACTED AMENDMENT TO
PRIORITY MAIL EXPRESS & PRIORITY MAIL CONTRACT 10**

**AMENDMENT OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND**

**REGARDING
PRIORITY MAIL EXPRESS SERVICE
AND PRIORITY MAIL SERVICE**

WHEREAS, the United States Postal Service ("the Postal Service") and [REDACTED] ("Customer") entered into a shipping services contract regarding Priority Mail Express and Priority Mail service on October 11, 2012.

WHEREAS, the Parties desire to clarify the definition of Customer and extend the contract expiration date by amending Section I.B, Terms and Section III, Expiration Date and Termination, under this contract.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective one business day following the day on which the Commission issues all necessary regulatory approval.

I.B. Terms

1. "Affiliate(s)" shall mean any entity directly or indirectly controlling or controlled by or under common control with [REDACTED]
2. [REDACTED]
3. This contract applies to Customer's Priority Mail Express packages that weigh [REDACTED] and Customer's Priority Mail packages that [REDACTED] ("Contract Packages").

III. Expiration Date and Termination

This contract shall expire five (5) years from the effective date, unless 1) renewed by mutual agreement in writing, 2) superseded by a subsequent contract between the Parties, 3) ordered by the Commission or a court, or 4) required to comply with subsequently enacted legislation.

Upon ninety (90) days prior written notification, Customer shall have the right to terminate this contract, without cause, at any time in its absolute discretion. In the event of such termination, and on the condition of Postal Service's timely assistance and cooperation with Customer for an orderly wrap up, the sole obligation and liability of Customer to Postal Service shall be to pay Postal Service for any accrued but unpaid compensation due hereunder through the date of termination. Upon one hundred eighty (180) days prior written notification, Postal Service shall have the right to terminate this contract without cause, at any time in its absolute discretion. In the event that the Postal Service terminates the contract, Customer will be liable only for payment for services rendered; by Postal Service through the date of termination.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: Chris Ruck

Printed Name: Chris Ruck

Title: UP Sales

Date: 10/20/14